



# MALL VENDOR PERMIT APPLICATION

## Old Town Winchester Pedestrian Mall

Permit #  
Contract Period:

Date of Application:

Name of Business:

Contact Information:  
Name:

Cell phone:

Address:

Work phone:

Email:

Home phone:

Project Information: Indicate if there are any changes from previous year. If so, describe.

Change from previous year. ☐ No ☐ Yes If yes, BAR Review Certificate of Appropriateness # \_\_\_\_\_

Brief description of vending cart, umbrella and proposed vending area: (Attach additional sheet if necessary.)

Hours of Operation:

Product to be sold:

Submit the following materials with your application:

- ☐ Photograph of proposed vending unit (for new applicants)
- ☐ \$150 annual permitting fee (make check payable to *Treasurer, City of Winchester*).
- ☐ Certificate of Insurance (see attached regulations).
- ☐ Signed Hold Harmless Agreement.
- ☐ Copy of Business License.
- ☐ Copy of Health Department License (food service)
- ☐ BAR approval is required of all first-time applicants or changes in ownership

Signature of Applicant: \_\_\_\_\_

**Signing this application verifies that you have read and understand the attached regulations.**

### FOR OFFICE USE

Return application & attachments to:

Date received:

BAR Approval: ☐ Yes ☐ No  
Taxes current?: ☐ Yes ☐ No  
Permit Approved: ☐ Yes ☐ No

Permit Period: From \_\_\_\_\_ To: \_\_\_\_\_

Old Town Development Board  
2 North Cameron Street, Suite 100  
Winchester, VA 22601

For more information, 722-7576  
wincmainst@ci.winchester.va.us

**Mall Vendor Regulations:** All decisions may be appealed to the Old Town Development Board of Directors. Regulations are subject to change at the discretion of the Old Town Development Board of Directors and/or as revisions and amendments occur with regard to City zoning, codes, and regulations.

<b>License Requirements</b>	<ol style="list-style-type: none"> <li>1. Current Winchester Business License.</li> <li>2. Current Virginia Department of Health License.</li> </ol>
<b>Insurance Requirements</b>	<ol style="list-style-type: none"> <li>1. Applicant shall provide a Certificate of Insurance, which shall be currently maintained throughout the term of the permit, indicating that the City is an additional insured on a policy of liability insurance issued to the applicant by an insurance company licensed to do business in Virginia with a single limit of not less than \$500,000.00.</li> <li>2. Applicant agrees, by signing the Hold Harmless Agreement, to hold the City, its officers, agents, and employees, harmless from any claims for damages to person or property growing out of any activity with the applicant's activities conducted in connection with the vendor permit or caused by the operation of the vending unit on the City's property.</li> </ol>
<b>Location</b>	<ol style="list-style-type: none"> <li>1. Cart may not be located within 50' of a like business (i.e., restaurant).</li> <li>2. Location is restricted to the Loudoun Street Mall at a location determined by the OTDB.</li> <li>3. Vending location may not be changed unless approved by the OTDB.</li> <li>4. Cart may be moved from time to time or use prohibited at the discretion of the OTDB due to scheduled promotions or other events being held on the Loudoun Street Mall.</li> </ol>
<b>Maintenance</b>	<ol style="list-style-type: none"> <li>1. Cart and umbrella shall be kept clean, free of rust, painted, and well maintained at all times.</li> <li>2. Operator must provide a trash receptacle adjacent to the cart, and the area around the cart must be kept free of litter and debris.</li> <li>3. At the end of the day, the area around the cart must be cleaned and all litter bagged and taken from the Loudoun Street Mall by the operator.</li> </ol>
<b>Fees</b>	<ol style="list-style-type: none"> <li>1. Annual permitting fee - \$150.00 (non-refundable).</li> <li>2. Fee for electrical usage: _____.</li> </ol>
<b>Contract Period</b>	<ol style="list-style-type: none"> <li>1. Contract shall be for a period of one year unless otherwise stipulated by the OTDB.</li> <li>2. Contract may be terminated upon three days notice should the vendor not meet the provisions of the contract.</li> <li>3. The contract may be renewed and/or re-negotiated at the end of the Contract year.</li> </ol>

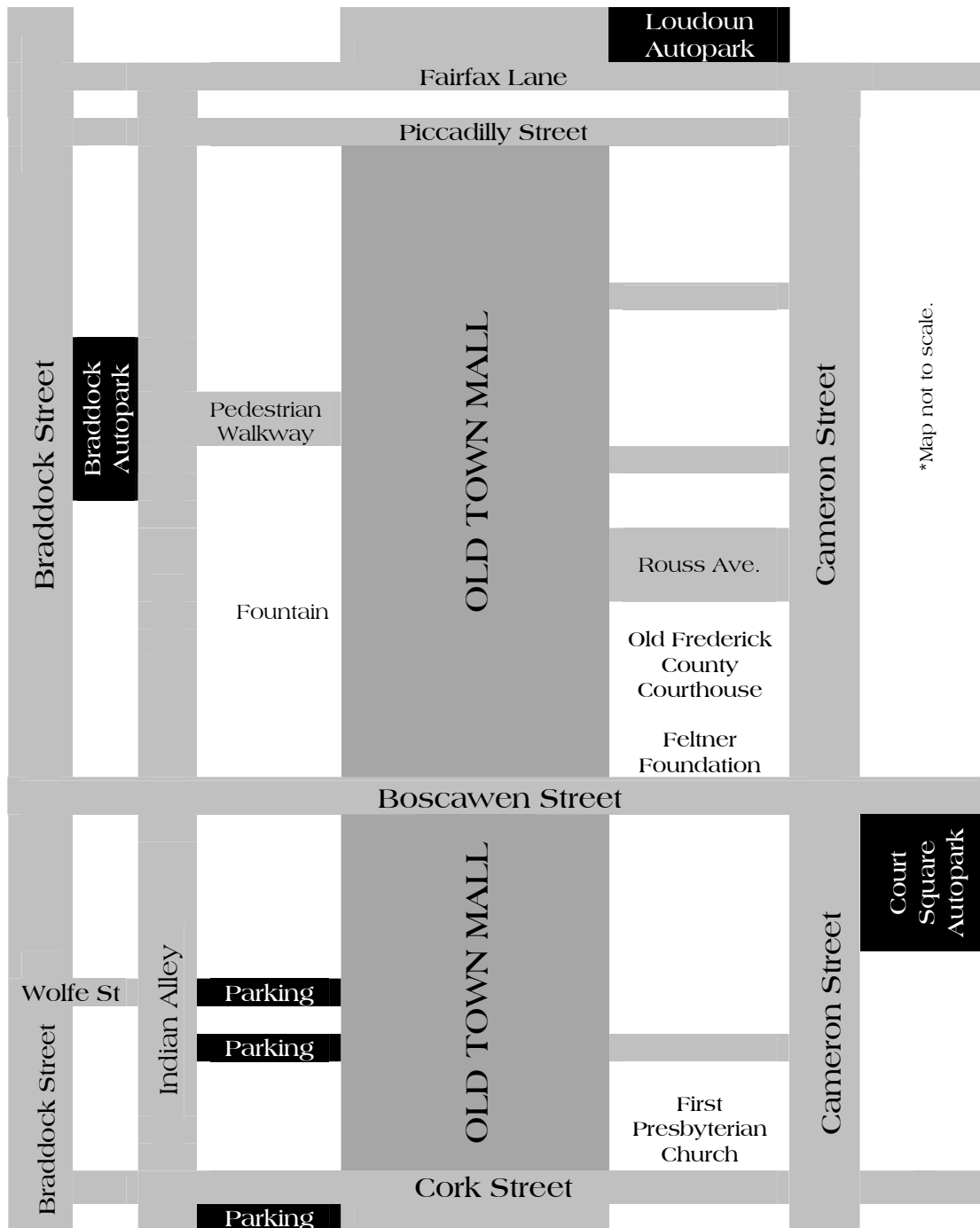
**Vendor Information:** Complete the following questions. Provide additional information as needed.

<b>1. Is the Vendor insured?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Attach copy of Insurance Verification listing the City of Winchester as an additional insurer.
<b>2. Name of Insurance Company providing Certificates of Insurance for the Vendor:</b>			
<b>3. Is electricity needed?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	A fee may be charged for use of Mall electricity.
<b>4. Will amplification equipment be used?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, length of time.
<b>5. Will any of the following items be used? (check all that apply)</b>  <i>Also, BAR needs to approve signage requests and the Zoning Department issues permits with a fee for tent usage.</i>	<input type="checkbox"/> Tents <input type="checkbox"/> Tables and chairs <input type="checkbox"/> Live radio remotes <input type="checkbox"/> Signs <input type="checkbox"/> Signs or banners	Size(s) Number of  Size(s) Where	
<b>6. Will food be served?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>7. Will water hook-up be needed?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, for what?

## Pedestrian Mall Map

Indicate preferred area(s) where vending unit to be placed. **Be specific.** Note: As a courtesy the Old Town Development Board includes the following with regard to restricted private access:

1. Special restrictions apply to the commons area in front of Frederick County Court House. Use of Court House steps and lawn requires permission from Frederick County. (665-5678)
2. Permission to use, including loading or unloading, from Rouss Avenue must be obtained from the property owner, BB&T Bank. (665-4200)
3. At no time shall the entrance or properties of the First Presbyterian Church at 116 S. Loudoun Street be blocked or occupied by the vendors, organizers, and patrons of any Mall activity without express permission from the First Presbyterian Church.



## Hold Harmless Agreement

\_\_\_\_\_ (Legal name of business, exactly as it appears on Certificate of Insurance.), shall defend and hold harmless the City, its officers, employees, agents and representatives thereof, harmless from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect on behalf of \_\_\_\_\_ (Legal name of business.), while their personal property is situate on City property. \_\_\_\_\_ (Legal name of business) shall further hold the City harmless from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

**Legal name of business:**  
(as it appears above)

\_\_\_\_\_  
**By (signature):**

\_\_\_\_\_  
**Name (printed):**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Address:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Date:**

**FOR OFFICE USE**

Comments: